

TEMPORARY AGENCY AGREEMENT

ID# _____

1. On _____, _____, Seller and Buyer entered into a contract for sale of the business known as _____, which contract is contingent upon Buyer receiving approval for a liquor license to operate the business.

2. Seller and Buyer agree to allow Buyer to operate the business, subject to approval by the Liquor Control Commission, for a period not to exceed 120 days subsequent to _____, _____, the date of filing the application with the Liquor Control Commission.

3. Seller will maintain a possessory interest in the property in the form of a lease, use permit or license;

4. Buyer will at all times be the agent of the Seller, but Buyer will be completely and totally responsible for the operation of the business and for all liability associated with the operation of the business during the time when Buyer is acting as Seller's agent; it is specifically understood that Seller shall have no liability for the operation of the business during this period of time, and Buyer agrees to indemnify and hold Seller harmless from any claims arising during this period of operation; however, it is understood that the liquor license remains in the name of the Seller and Seller will be responsible for all violations of the liquor laws of the State of Nebraska until such time as Seller's license is canceled;

5. At time of closing, certain funds will be held in escrow pending issuance of the license.

6. **Financial Institution: Name, Address, Account number** of _____ where escrow account is being held - Send Copy Of Signature Card.

7. All profits derived from the operation of the business by the buyer, after payment of bills and salaries, shall be paid to the same escrow agent to be held until the issuance of the license, it being specifically understood that the Buyer shall receive no profits from the operation of the business until the liquor license has been issued to Buyer, but shall have the right to direct the investment of profit funds by escrow agent.

8. This agreement constitutes the entire and complete understanding of all parties with regard to the agency relationship, and is binding upon the heirs, personal representatives and successors of the parties.

9. It is hereby understood that in the event the Commission denies this application, this Temporary Agency Agreement is null and void the date of the order.

Signature of Seller _____

Signature of Seller _____

Signature of Buyer _____

Signature of Buyer _____

Dated this _____ day of _____, _____.

STATE OF NEBRASKA)
 ss
COUNTY OF)

The above and foregoing Agency Agreement was acknowledged before me this _____ day of _____, _____, by _____, as **Seller**, _____, as **Seller**.

The above and foregoing Agency Agreement was acknowledged before me this _____ day of _____, _____, by _____, as **Buyer**, _____, as **Buyer**.

Signature & Seal of Notary Public _____